



Business Associate Agreement Terms and Conditions

1. **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE**

This Online Backup Service ("Service") is provided to Covered Entity under the terms and conditions of this Agreement ("Agreement"). These terms and conditions comprise the entire agreement between "Covered Entity" and Central Data Storage, llc.

2. **DESCRIPTION OF SERVICE**

Central Data Storage, llc is providing Covered Entity with a capability to back-up and restore files via the Internet. This backup solution is solely remote backup and is not intended to be a complete disaster recovery product. While this service is protecting your critical patient and computer data it does not include disaster recovery of computer hardware, applications or anything beyond the actual restore of the data itself. Covered Entity must provide all computer equipment, including access to the Internet. Covered Entity agrees to provide and maintain accurate information about Covered Entity as prompted to do so by the Service. All information requested on original sign up shall be referred to as registration data ("Registration Data"). Covered Entity grants Central Data Storage, llc the right to disclose to third parties certain Registration Data about Covered Entity in order to fulfill Central Data Storage's service obligations or obtain payment, if required. If any information provided by Covered Entity is inaccurate, Central Data Storage, llc retains the right to terminate Covered Entity's membership.

3. **TECHNICIAN INSTALLATION SET-UP**

As an online backup provider Central Data Storage, llc will have a designated support team set up Covered Entity computers for the Service. Covered Entity understands that it is his/her responsibility to review the settings for the Service with the technician in order to confirm which files should be backed up and when. Data back-up will occur via the Covered Entity's internet connection at the time and frequency determined by Covered Entity during the installation set-up. Covered Entity understands that computers must be on and connected to the internet in order for the back-up to occur.

4. **PAYMENT**

Covered Entity shall pay the subscription price in order to receive the Service. Non-payment will result in immediate termination of the Service. Covered Entity authorizes Central Data Storage, llc to charge Covered Entity's credit card on file to begin or continue Service unless and until the Service is terminated. If User is participating in a free trial offer, payment must be made upon expiration of the trial period in order to continue Service.

5. **USER ACCOUNT, PASSWORD, AND SECURITY**

As part of the installation Central Data Storage, llc designated support team will set-up your user account and password. A designated support team member generates the user name and password for each account. To increase the security of Covered Entity's account and confidential information, we recommend that the Covered Entity change the password after installation set-up and after access by CDS technicians where the password was shared. If a Covered Entity defined password is lost or forgotten a new password can be provided by our designated support team. Covered Entity is entirely responsible for maintaining the confidentiality of your account and password. Covered Entity agrees to immediately notify Central Data Storage, llc of any unauthorized use of Covered Entity's account or any other breach of security known to Covered Entity.

6. **DISCLAIMER OF WARRANTIES**

COVERED ENTITY EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT COVERED ENTITY'S SOLE RISK IF CHANGES ARE MADE TO THE SOFTWARE DOWNLOADED ON COVERED ENTITY'S COMPUTER. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CENTRAL DATA STORAGE, LLC. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CENTRAL DATA STORAGE, LLC. MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE WILL BE UNINTERRUPTED IF THE INTERNET IS NOT WORKING. COVERED ENTITY UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT COVERED ENTITYS OWN DISCRETION AND RISK AND THAT COVERED ENTITY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO COVERED ENTITYS COMPUTER. CENTRAL DATA STORAGE, LLC MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY COVERED ENTITY FROM CENTRAL DATA STORAGE, LLC OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

7. **LIMITATION OF LIABILITY**

CENTRAL DATA STORAGE, LLC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF COVERED ENTITIES TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF CENTRAL DATA STORAGE, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. **“Covered Entity” CONDUCT**

User is solely responsible for the contents of his or her transmissions through the Service. Covered Entity’s use of the Service is subject to all applicable local, state, national and international laws and regulations. User agrees not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.

9. **INDEMNIFICATION**

Covered Entity agrees to indemnify and hold Central Data Storage, llc, its parents, subsidiaries, affiliates, officers and employees and its third party suppliers harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of Covered Entity use of the Service, content provided by the User, the violation of this Agreement by Covered Entity, or the infringement by Covered Entity, or other user of the Service using Covered Entity’s computer, of any intellectual property or other right of any person or entity.

10. **TERMINATION**

Either Covered Entity or Central Data Storage, llc may immediately terminate the Service upon written notice to the other party. Upon termination of the Service, Covered Entity’s right to use the Service and Software immediately ceases. Covered Entity shall have no right and Central Data Storage, llc will have no obligation thereafter to restore any files or Covered Entity data. Covered Entity will not be refunded any pro-rated amounts upon termination of the Service.

11. **LAWS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, excluding its conflict of law provisions. Covered Entity and Central Data Storage, llc, agree to submit to the exclusive jurisdiction of the courts in Lincoln, Nebraska. If any provision(s) of the Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Covered Entity and Central Data Storage, llc agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

By signing on the line below you are stating that you are in agreement with all of the above.

Covered Entity

Central Data Storage

Central Data Storage
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www.CentralDataStorage.com